

**CONTRACT FOR PROFESSIONAL SERVICES - CONTINUING
PROPERTY APPRAISAL SERVICES
CONTRACT NO. 2005-47**

This Contract and Agreement is made and entered into between The City of Daytona Beach, Volusia County, Florida, a municipal corporation, created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and BULLARD, HALL & ADAMS, INCORPORATED authorized by the Florida Department of State to conduct business in the State of Florida, hereinafter referred to as the PROPERTY APPRAISER, on the date appearing on the last page hereof.

WHEREAS, the CITY has need from time to time to obtain market value appraisals for properties it owns or may consider acquiring; and

WHEREAS, the CITY desires the services of a qualified professional property appraisal firm to provide the needed services; and

WHEREAS, the CITY has duly advertised for proposals from professional property appraisal firms desiring to provide such services; and

WHEREAS, the CITY's Selection Committee recommends that the CITY enter into negotiations with PROPERTY APPRAISER for purposes of securing a contract for said services; and

WHEREAS, negotiations ensued between the CITY and the PROPERTY APPRAISER, and an agreement was reached for a Contract for Professional Appraisal Services subject to approval by the City Commission.

WITNESSETH, that in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I – Definition of Understanding: This Contract and Agreement defines all items of responsibility and is the only understanding between the parties. No oral understanding exists for performing the scope of work as set forth herein.

ARTICLE II – Overall Scope of Services: The Overall Scope of Services to be provided by the PROPERTY APPRAISER shall include, but not be limited to: property appraisal services for properties owned by the City or for properties under acquisition consideration determined by The CITY to be provided by the PROPERTY APPRAISER to the CITY and defined in the "REQUEST FOR PROPOSALS CONTRACT NUMBER: 2005-47, PROPERTY APPRAISAL SERVICES", attached hereto as Exhibit "A". The specific services to be provided under a particular work element of this Contract, however, may vary from the services defined in the "REQUEST FOR PROPOSALS".

ARTICLE III – Work Authorization Agreements: The Scope of Service for Work may be modified from time to time to provide for additional services, deletions of service, or redefinitions of services, for specific work assignments, as deemed necessary by the CITY. All such modifications as to services, schedules, and fees for Work Authorizations, shall be subject to negotiation between the CITY and PROPERTY APPRAISER and approval by the City Commission, the City Manager, or his designee, as described in Article II of this Contract.

The Scope of Services to be provided by the PROPERTY APPRAISER under Work Authorizations of this Contract shall be clearly described and attached as Exhibit "C", "Work Authorization Agreements".

ARTICLE IV – CITY's Responsibilities: The CITY agrees to make available for review and use by the PROPERTY APPRAISER, aerial photographs, reports, studies, and data relating to each project.

ARTICLE V – Compensation: Compensation for the specific task assignments are identified and defined in each Work Authorization Agreement, and represent the total compensation for all services, equipment and work products to be provided by the PROPERTY APPRAISER under the Work Elements authorized by this Contract.

Fees for work authorized shall be Lump Sum fees, or as otherwise negotiated, whichever is approved through the Work Authorization Agreement.

Lump Sum:

The Lump Sum fee constitutes a total cost for the services in individual scopes of work negotiated prior to the start of PROPERTY APPRAISER's services. Lump Sum fees shall be based upon an identifiable scope of work. Prior to finalizing the negotiation of a Lump Sum fee, PROPERTY APPRAISER shall provide the CITY with a detailed breakdown of man-hours by task and discipline, used in preparing the proposed Lump Sum.

Actual Cost with an Upset Limit:

Actual Cost with an Upset Limit fees shall be based upon actual hourly wages paid to PROPERTY APPRAISER'S professionals, times a multiplier of 1.87 for services rendered by employees assigned to the project. Reimbursable expenses associated with the project shall be invoiced to the CITY at the actual cost incurred by the PROPERTY APPRAISER. The not-to-exceed upset Limit shall be negotiated prior to the start of PROPERTY APPRAISER's services for any project or task. The Upset Limit can be exceeded only upon written authorization from the CITY.

PROPERTY APPRAISER agrees that the hourly rates used to determine rate charges for employees rendering services to the CITY pursuant to the Agreement shall not exceed the maximum rates as shown in the Schedule attached hereto as Exhibit "B" throughout the duration of Work Authorizations. The maximum rates listed in the Schedule shown in Exhibit "B" may be modified to compensate for PROPERTY APPRAISER's salary adjustments for subsequently authorized Work Elements as approved by the City Commission.

SUB-PROPERTY APPRAISERS:

The cost of services and reimbursable expenses for sub-property appraisers required for a project and employed by PROPERTY APPRAISER shall be negotiated as an element of the Lump Sum fee for the project. All sub-property appraisers proposed for use shall be named by PROPERTY APPRAISER at the time the Lump Sum fee is negotiated. No other special sub-property appraisers shall be used on a project unless and until approved by the City Commission of the CITY. Nothing contained herein shall be

deemed to preclude the CITY from contracting for the services of special sub-property appraisers directly with the provider of such services.

Modifications to Append Work Authorization Agreements:

In the event that the CITY requests a modification to Work Element Scope of Service, or any subsequently executed Work Authorization Agreements, the fees for such modification shall be negotiated based upon the specific services requested and at a level of compensation acceptable to both parties. The final authorization shall be subject to CITY approval as described in Article II of this Contract.

ARTICLE VI – Method of Payment: It is anticipated that most of the appraisal projects requested under this contract will result in fees less than the City Manager's individual approval limit. Where this is the case the City Manager may elect to approve the project requisition via his signature, thus avoiding the time-consuming process of preparing a Work Authorization and submitting it for approval by the City Commission. The PROPERTY APPRAISER shall invoice the CITY no greater than once monthly and such invoices shall contain a Progress Certification Statement. The statement shall state that the Work Element is completed to at least the percentage shown on the invoice and further supported by adequate documentation to justify the percentage completed, to the satisfaction of the City Engineer. The CITY shall only be required to pay monthly progress invoices up to 90 percent of the Lump Sum fee for Work Element services. The remainder of the Lump Sum fee for Work Element services shall be paid upon the CITY's review and approval of the Work Element.

All monthly invoices submitted by the PROPERTY APPRAISER and approved by the CITY shall be due and payable within 30 calendar days after such approval. The CITY agrees not to unreasonably withhold its approval of invoices submitted in compliance with the terms of this Contract.

The method of payment for services provided as part of future Work Elements of this Contract shall be negotiated to the satisfaction of both parties, with final authorization being subject to CITY approval as described in Article II of this Contract.

ARTICLE VII – Termination: It is agreed by and between each of the parties hereto, respectively, that each of the parties shall have, and there is hereby reserved to such parties and each of them, the right to cancel and annul this Contract upon thirty (30) days written notice to the other party.

Further, it is covenanted and agreed by and between the parties hereto, and each of them, respectively, that upon the expiration of such (30) day period from the notice of cancellation by either party, as herein provided, this Contract shall cease, and thereafter each of the parties shall be released from further liability under the terms hereof.

It is further covenanted and agreed by and between the parties hereto, that in case or in the event this Contract shall be canceled as herein provided, the CITY will pay unto the PROPERTY APPRAISER all amounts due under the terms hereof that can be justified to the CITY as of date of cancellation. The PROPERTY APPRAISER agrees that upon receipt of justified portion of fee, all documents will immediately be transmitted to the CITY for the CITY's use in accordance with their terms of this Contract.

ARTICLE VIII – Ownership of Documents: All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed during the term of and in accordance with the provisions of this Contract shall be the property of the CITY and delivered to the CITY upon demand, provided the payment of fees has been received by PROPERTY APPRAISER in accordance with the terms of this Contract.

ARTICLE IX – Reuse of Documents: CITY agrees to hold harmless and indemnify the PROPERTY APPRAISER from and against any claims, demands, actions or causes of actions as a result of the CITY's reuse of documents and drawings or other work products.

ARTICLE X – Nondiscrimination: PROPERTY APPRAISER will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. PROPERTY APPRAISER will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin.

PROPERTY APPRAISER agrees to comply with all local, state and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, PROPERTY APPRAISER agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

ARTICLE XI – Contingency Fee: PROPERTY APPRAISER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for PROPERTY APPRAISER, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for PROPERTY APPRAISER, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

ARTICLE XII – Indemnification: The PROPERTY APPRAISER shall indemnify and hold harmless the City of Daytona Beach and its agents, officers and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the City, PROPERTY APPRAISER, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except PROPERTY APPRAISER shall not have to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the sole negligence of the City or of anyone directly or indirectly employed by the City or anyone for whose acts the City may be liable.

ARTICLE XIII – Insurance: PROPERTY APPRAISER shall purchase and maintain, as its own expense, the following types and amounts of insurance, in form and from companies satisfactory to the CITY:

1. **Workers' Compensation Insurance:** As required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of the PROPERTY APPRAISER, employed at the site of the work or in any way connected with the work, which is the

subject of this service. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employer's Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

2. **Professional Liability Insurance:** Professional Liability Insurance insuring the PROPERTY APPRAISER and other interest, including, but not limited to, any associated or sub-sidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Agreement. The limit of liability of Professional Liability Insurance shall be no less than \$1,000,000.

Any insurance policy required by Article XIII, Section 2, hereof may contain a reasonable deductible provision provided advance notice of said deductible provision is given by the PROPERTY APPRAISER to the CITY and approval from the CITY is given, which approval shall not be unreasonably withheld or delayed.

The PROPERTY APPRAISER shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the agreement and the PROPERTY APPRAISER shall not commence work under this agreement until he has obtained all the insurance required under this agreement and such insurance has been filed with and approved by the City, nor shall the PROPERTY APPRAISER allow any subcontractor to commence work on its subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The PROPERTY APPRAISER shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation: "In the event of cancellation of this policy by the insurer or any insured, the company shall give not less than thirty (30) days advance written notice to: "City Clerk, The City of Daytona Beach, P. O. Box 2451, Daytona Beach, FL 32215-2451." If requested by the CITY, the PROPERTY APPRAISER will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

The PROPERTY APPRAISER shall file replacement certificates 30 days prior to expiration of termination of the required insurance occurring prior to the acceptance of the work by the City. In the event such insurance shall lapse, the City expressly reserves the right to renew the insurance at the PROPERTY APPRAISER's expense.

The PROPERTY APPRAISER may not cancel the insurance required by this agreement until the work is completed, accepted by the City and the PROPERTY APPRAISER has received written notification from the Risk Management Division of the City that the PROPERTY APPRAISER may cancel the insurance required by this agreement and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of the PROPERTY APPRAISER if the request is made no earlier than two weeks before the work is to be completed.

ARTICLE XIV - Truth in Negotiations Certificate: The PROPERTY APPRAISER hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

ARTICLE XV – Opinions of Cost: Opinions or probable construction costs, financial evaluations feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by PROPERTY APPRAISER hereunder will be made on the basis of PROPERTY APPRAISER's experience and qualifications and represent PROPERTY APPRAISER's best judgement as an experienced and qualified civil engineering professional. It is recognized, however, that PROPERTY APPRAISER does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the report, must of necessity be speculative until completion of its detailed design.

Accordingly, PROPERTY APPRAISER does not guarantee that proposals to purchase, bids, or actual costs will not vary from opinions, evaluations or studies submitted by PROPERTY APPRAISER to CITY hereunder.

ARTICLE XVI – Third Parties: Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or the PROPERTY APPRAISER. The PROPERTY APPRAISER'S services under this agreement are being performed solely for the CITY's benefit, and no other entity shall have any claim against the PROPERTY APPRAISER because of this agreement or the performance or nonperformance of services hereunder.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate original and effective this 4th day of January, 2006

WITNESSES:

Shirley G. Stickney

Tom J. Braun

WITNESSES:

Judy A. Johnson

SSP

THE CITY OF DAYTONA BEACH

By: Yvonne Scarlett-Golden
Yvonne Scarlett-Golden, Mayor

Attest: Jennifer L. Thomas
Jennifer L. Thomas, City Clerk

BULLARD, HALL & ADAMS, INCORPORATED

By: Paul K. Hall

Attest: Josephine

APPROVED AS TO LEGAL FORM:

J. R. [Signature]
CITY ATTORNEY

STATE OF FLORIDA
VOLUSIA COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David K. Hall, well known to me to be President of BULLARD, HALL & ADAMS, INCORPORATED and that he executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of September, 2005.

Notary Public

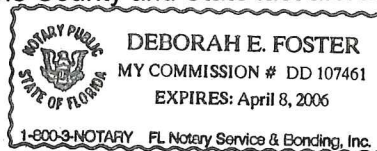
Commission Expires



STATE OF FLORIDA
VOLUSIA COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgment, personally appeared Yvonne Scarlett-Golden and Jennifer L. Thomas well known to me to be the Mayor and City Clerk, respectively, of **THE CITY OF DAYTONA BEACH**, a Florida municipal corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by THE CITY OF DAYTONA BEACH.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of January, 2005.


Notary Public

Commission Expires

APPROVED (As to form)

City Attorney

Exhibit "A"

REQUEST FOR PROPOSALS

CONTRACT NUMBER: 2005-47

*PROPERTY APPRAISAL
SERVICES*

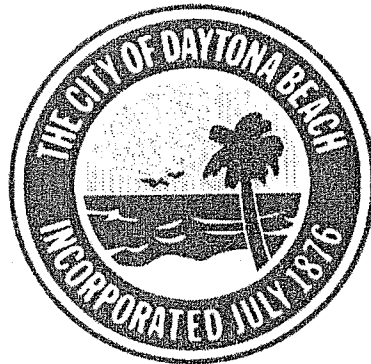
REQUEST FOR PROPOSALS

PROPERTY APPRAISAL SERVICES

FOR

THE CITY OF DAYTONA BEACH
DAYTONA BEACH, FLORIDA

NUMBER 2005-47



Prepared By:

Engineering Division of Public Works
The City of Daytona Beach
Post Office Box 2451
Daytona Beach, Florida 32115-2451

STATEMENT OF PURPOSE

The City of Daytona Beach is seeking Proposals to provide property appraisal services from qualified property appraisal firms. Appraisals subsequently provided will be used to establish a just value of properties the City wishes to dispose of, acquire, or trade. Appraisals will also be needed to acquire additional right-of-way from properties contiguous to existing rights-of-way.

SCOPE OF SERVICES

The Consultant is to provide the necessary appraisal services on an as needed basis. Properties for which the City anticipates needing appraisals include vacant and developed single residential parcels from less than an acre to several acres in size, vacant and developed commercial properties, undeveloped lands up to hundreds of acres in size, and government properties both with existing structures and without any significant buildings.

The City is looking for creative means of acquiring appraisals in a timely manner and at a reasonable cost. Firms interested in submitting Proposals are encouraged to address how these goals might be attained. For example, if a matrix of appraisal services verses the appraisal fee can be developed whereby the fee is predetermined based upon the size and use of the property, that could potentially significantly reduce or eliminate the time needed to develop a fee for each requested appraisal. Similarly, the City would like interested firms to address time requirements from date of request until the appraisal document is delivered.

The successful firm will work closely with the Support Services Director to coordinate the appraisal needs. The City intends to either develop a list of pre-qualified appraisal firms and/or to enter into a continuing contract(s) covering these services. As the need for appraisal services arises, the Appraisal Firm will be asked to confirm a fee and schedule for a specific work assignment. Upon acceptance of the proposed fee, a purchase order will then be issued and the firm will be authorized to proceed with the work. If the fee exceeds the established maximum that can be approved without City Commission approval (currently \$15,000), the fee will be presented to the City Commission for consideration. The Firm will be expected to perform the work within the stated time frame unless changes in the scope warrant additional time.

PROPOSAL REQUIREMENTS

1. Inquiries concerning this Request for Proposals should be addressed to David C. Ponitz, P.E., Deputy City Engineer at 386.671.8621.
2. Eight copies of the Statement of Interest Package must be submitted no later than 2:00 p.m., 06 July 2005, and addressed to:

James Dearing, C.P.M
Purchasing Agent
Engineering Division
950 Bellevue Avenue, Room 600
Daytona Beach, FL 32114
386.671.8082

or hand delivered to:

James Dearing, C.P.M.
Purchasing Agent
Engineering Division
950 Bellevue Avenue, Room 600
Daytona Beach, Florida 32114

All Qualifications Packages shall be plainly marked on the outside of the submitted documents: "REQUEST FOR PROPOSALS CONTRACT NUMBER: 2005-47, PROPERTY APPRAISAL SERVICES"

3. The Proposal shall be organized to generally conform to the following, as these will constitute the basis of evaluation:
 - a. Letter on Appraisal Firm's letterhead expressing interest to be considered for these services.
 - b. Related project experience and performance.
 - c. Key personnel identified, including brief resumes, of who will be assigned to provide the requested services. This element of the Proposal should express the general and specific project related capability of the in-house staff and should indicate the adequate depth and abilities of the firm.
 - d. If a joint venture or prime/subcontractor arrangement of two firms is used, indicate how the work will be distributed between partners, and who will be responsible for the satisfactory completion of the project.
 - e. Responsible Office:
The office assigned responsibility for the project shall be identified. If different elements of the work will be done at different locations, those locations and the work they are expected to perform shall also be listed.
 - f. Current Certificates of Insurance
 - g. Brochure of the firm
4. The materials prepared pursuant to a contract for Property Appraisal services are to become the property of the City upon the Firm being paid in full for such services and are subject to reuse in accordance with the provisions of Section 287.055 Subsection (11) Florida Statutes.
5. The Consultant should be aware of The City of Daytona Beach's Minority Business Enterprise (MBE) requirements contained in Chapter 30, Article III of the City Code, Ordinance 84-131 and Resolutions 94-123 and 94-124.

6. The Consultant shall purchase and maintain, at a minimum and at its own expense, the following types and amounts of insurance in form and companies satisfactory to the City and shall furnish proof of insurance prior to commencing work.

Workers Compensation Insurance - As required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of the Consultant, employed at the site of the work or in any way connected with the work, which is the subject of this service.

The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

Liability Insurance - Comprehensive General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring the Consultant and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant at the site of the project or in any way connected with the work which is the subject of this agreement.

THE LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED.

The limit of liability shall be a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$1,000,000.

Professional Liability Insurance - Professional Liability Insurance insuring the CONSULTANT and other interest, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Agreement. The limit of liability of Professional Liability Insurance shall be no less than \$1,000,000.

Proof of Insurance

The Consultant shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the agreement and the Consultant shall not commence work under this agreement until he has obtained all the insurance required under this agreement and such insurance has been filed

with and approved by the City, nor shall the Consultant allow any subcontractor to commence work on its subcontract until similar insurance required of the subcontractor has been so obtained and approved. The Consultant shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation”:

“In the event of cancellation of this policy by the insurer or any insured, this Company shall give not less than thirty (30) days advance written notice to:

City Clerk
The City of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32115-2451”

If requested by the City, the Consultant will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

The Consultant shall file replacement certificates 30 days prior to expiration of termination of the required insurance occurring prior to the acceptance of the work by the City. In the event such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Consultant’s expense.

Termination of Insurance

The Consultant may not cancel the insurance required by this agreement until the work is completed, accepted by the City and the Consultant has received written notification from the Risk Management Division of the City that the Consultant may cancel the insurance required by this agreement and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of the Consultant if the request is made no earlier than two weeks before the work is to be completed.

Indemnification: The Consultant shall indemnify and hold harmless the City of Daytona Beach, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

7. Proposals received by The City of Daytona Beach are exempt from the provisions of Florida’s Public Records Law until such time as the proposals are opened. Thereafter, all Proposals shall be open for a personal inspection by any person. If you believe that your Proposal, or any portions thereof, is

exempt from disclosure under the public records law, state the grounds for your position in CAPITAL LETTERS on the cover sheet accompanying your sealed proposal. You will be contacted prior to the opening of your proposal and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the sealed proposal will be returned to you upon request.

8. The City reserves the right to reject any and all Proposals if it is determined to be in the best interests of the City.

SELECTION PROCESS

For the purpose of selecting the most qualified Consultant(s), the City will use a competitive selection process. The procedure will involve the following steps:

- a. The City will advertise and mail formal requests for qualifications to interested Consultants.
- b. The City's selection committee will review and rank (if necessary) all submittals received for submission by the established deadline for each area of practice indicated.
- c. Oral presentations by a minimum of three firms may be held to clarify and discuss their Proposals.
- d. The selection committee will then rank each firm and prepare a recommendation for approval by the City Manager. When authorized by the City Manager, the City staff shall attempt to negotiate a contract(s) with the firm(s) determined to be most qualified.

EXHIBIT "B"

CONTRACT FOR PROFESSIONAL SERVICES – CONTINUING
PROPERTY APPRAISER SERVICES
CO DB CONTRACT NO.: 2005-47

2005/2006 Hourly Rate Schedule

The following schedule provides a maximum direct salary hourly rate for the disciplines which are likely to be engaged for projects associated with the contract referenced above for The City of Daytona Beach.

BULLARD, HALL & ADAMS, INCORPORATED

(Below is an example of the format to be used.)

<u>Category of Employee</u>	<u>Hourly Rate</u>
Principal.....	\$50:00 125
Appraiser of Record.....	\$40:00 125
Appraiser.....	\$35:00
Research Technician.....	\$30:00 60
Secretary.....	\$25:00 30
Clerical.....	\$20:00 30
Expert Witness.....	\$60:00 125

NOTE: Actual Cost with and Upset Limit fee for projects will be based upon actual hourly wages paid to PROPERTY APPRAISER professionals, not to exceed the above listed rates, times the multiplier contained in ARTICLE V of the Contract.

BULLARD, HALL & ADAMS, INC.

Appraisers – Consultants

DAVID K. HALL, ASA
President, State-Certified
General Appraiser #0001314

CRAIG S. ADAMS
Vice-President, State-Certified
General Appraiser #0000665

1144 Pelican Bay Drive
Daytona Beach, Florida 32119
386/788-3770
FAX: 386/788-7995
E-Mail: Info@BHAFL.com

a. Letter Expressing Interest

July 22, 2005

Mr. James Dearing, C.P.M.
Purchasing Agent
Engineering Division
950 Bellevue Avenue, Room 600
Daytona Beach, FL 32114

RE: Request for Proposals Contract Number: 2005-47, Property Appraisal Services.

Mr. Dearing:

Thank you for the opportunity to respond to your Request for Proposals Contract Number 2005-47, Property Appraisal Services. Please be advised that our firm is interested in performing appraisal services for the City of Daytona Beach. We understand and accept the terms and conditions presented in the package.

Our firm has built a solid reputation for quality appraisals, an impeccable on-time delivery history, and a quality testimony. The only client that publishes grades for appraisers is the FDOT. Attached are our most recent grades from the FDOT.

Our office is well equipped with a modern computer network. Our word processing (MS Word), spreadsheet (Excel), computer-aided drawing (APEX), mapping (MS), database (Access), and digital photography/imaging programs greatly facilitate accuracy and production of professional quality appraisals. The appraisers and staff are accustomed to and capable of handling large projects in a timely and efficient manner.

We are also equipped with the First American Real Estate Solutions (Win Data) search program. This sale search program allows on-line searches in most Florida counties. In addition, our principals and staff are proficient in obtaining public information from the Internet.

Communication and coordination between the City, the Appraiser, and subconsultants (if any) are essential in completing the appraisals for government acquisition projects in a timely and efficient manner.

Mr. James Dearing
July 22, 2005
Page 2 of 2

For larger projects or eminent domain projects, an inspection schedule would be prepared and faxed to the City and subconsultants as soon as possible. If a review appraiser or subconsultants are included, they will be invited to make a joint inspection with Bullard, Hall & Adams, Inc. This will ensure that the appraiser, reviewer, and subconsultants will see all the aspects of each property to gain the specific knowledge of each appraisal problem and its solution.

Communication between the above parties will be maintained at all times via telephone, facsimile, e-mail, and any necessary meetings. Additional information will be forwarded to all parties. Quality control by the appraiser of record and the project manager will be maintained throughout the project appraisals.

We trust this letter is sufficient for your purposes. If we can provide additional information, please contact us.

Yours very truly,

David K. Hall, ASA
State-Certified General
Appraiser No. 0001314

Craig S. Adams
State-Certified General
Appraiser No. 0000665

DKH/CSA:jaj

b. Related project experience and performance.

This proposal is not for a specific project but to become qualified as an approved appraiser for the City of Daytona Beach. Several other counties and government agencies use this methodology for appraisal assignments. Bullard, Hall & Adams is currently on the approved appraiser's list for Orange County, Volusia County, Jacksonville, the Orlando/Orange County Expressway Authority, the Jacksonville Transportation Authority, the Florida Department of Transportation, the Florida Communities Trust, the Florida Department of Environmental Protection, and the Florida Inland Navigation District. Our firm also makes proposals for several other cities and counties that have open invitations for requests for proposals.

Bullard, Hall & Adams, Inc. took over the operations of Bullard & Associates, Inc. in October of 1998. Bullard, Hall & Adams was formed from the same appraisal staff of Bullard & Associates that has been actively involved in eminent domain appraising in the Central Florida area since 1984.

Bullard, Hall & Adams' appraisers are Florida State-Certified General Appraisers, who have extensive experience in making government acquisition and eminent domain project appraisals. They have appraised road widening projects, limited access facilities, and railroad corridors through all types of improved and vacant property. They have given successful expert testimony on the value of the part taken and damages to the remainder, if any.

Bullard, Hall & Adams, Inc. has a well-trained appraisal and administrative staff with the equipment necessary to produce a large number of eminent domain appraisals in a timely manner. The firm consists of two appraisers and four staff support personnel.

c. Key personnel of who will be assigned to provide the requested services.

Key personnel for Bullard, Hall & Adams, Inc. are David K. Hall and Craig S. Adams. Copies of their qualifications court experience, and state professional regulation licenses are attached.

David K. Hall, President, is a member of the American Society of Appraisers with over 21 years of experience. He has a wide range of experience in valuing properties for eminent domain purposes for whole and partial acquisitions, as well as permanent and temporary easements. Mr. Hall is on the Florida Department of Transportation's Approved Appraiser List and have prepared appraisals for the Orlando-Orange County Expressway Authority; Orange, Seminole, and Volusia Counties; the Jacksonville Transportation Authority; The Florida Communities Trust; and the Florida Inland Navigation District. Mr. Hall is qualified as an expert witness in the Seminole, Orange, Volusia, and Duval County Circuit Courts.

Craig S. Adams, Vice President, is a State-Certified General Appraiser with over 21 years of experience. He has prepared hundreds of right of way appraisals for condemning authorities and property owners. He has always maintained a good working relationship with right of way personnel, negotiators, property owners, and other consultants. His experience and professionalism is helpful in relating property owners' concerns, if any, to assist the condemning authority in expediting mutually beneficial settlements. Craig Adams is qualified as an expert witness in the Orange, Osceola, Polk, Putnam, and Nassau County Circuit Courts.

- d. If a joint venture or prime/subcontractor arrangement of two firms is used, indicate how the work will be distributed and who will be responsible for the satisfactory completion of the project.**

N/A

- e. Responsible office**

Bullard, Hall & Adams, Inc.
1144 Pelican Bay Drive
Daytona Beach, Florida 32119
Phone: 386/788-3770
Fax: 386/788-7995
E-Mail: Info@BHAFL.com

- f. Current Certificates of Insurance**

See attached

- g. Brochure of the firm**

N/A

FDOT

PERFORMANCE

EVALUATIONS

FLORIDA DEPARTMENT OF TRANSPORTATION
PROFESSIONAL SERVICES - GRADE REPORT

CONTRACT # : DJ140 FINANCIAL MGT NUMBER: 21068314B01
 DESCRIPTION : SR 200/US 301 - NASSAU COUNTY
 CONSULTANT : BULLARD HALL & ADAMS, INC.
 ADDRESS :
 1144 PELICAN BAY DRIVE
 DAYTONA BEACH, FL 32119
 DOT PROJ MGR: GREEN, KENNETH
 REVIEWED BY : WORTHEN, MARK
 DATE GRADED : 01MAR2005

ENTERED BY: WORTHEN, MARK
 UPDATED BY: PHILLIPS, KELLI
 GRADE TYPE: INTERIM

SUMMARY OF CONTRACT GRADES ASSIGNED

SEL. FIRM	TYPE OF				
	WORK	QUALITY	SCHEDULE	MANAGEMENT	COMPOSITE
20.0	97	100	100	99	

QUALITY GRADES FOR CONTRACT: DJ140 GRADING TYPE: INTERIM

WORK TYPE: 20.0 FIRM GRADED: BULLARD HALL & ADAMS, INC.

TEST	SCORE	RANGE
1. The valuation services and/or reports performed for the Department, when initially received, were in compliance with contractual obligations.	19	
2. The methods and techniques used in performing the assignment, when initially received were appropriate to solving the valuation problem.	19	
3. The valuation services and/or reports, as first received, contained clear, concise reasonings and adequately supported conclusions. No corrections were required for mathematical errors, inadequate descriptions and explanations, erroneous assumptions, contradictions, and/or omission or pertinent statements and information.	19	
4. The consultant was responsive to the Department's concerns expressed during the review process. The amount of time taken by the consultant to return acceptable answers to review concerns, corrections or requested data were within stipulated contract time.	20	
5. The consultant demonstrated the qualities needed to be an effective expert witness through the consultant's knowledge of the valuation process generally and the subject project, support of the Department's appraisal and legal staff during the pre-hearing phase, and demeanor during depositions and court hearings.	20	

(Total of Test Scores/Sum of Maximum Score Range) *100 = QUALITY 97

SCHEDULE AND MANAGEMENT GRADES FOR CONTRACT: DJ140
 GRADED FIRM: BULLARD HALL & ADAMS, INC.

SCHEDULE GRADE SECTION

Excellent Performance. Consistently met or bettered the approved scheduled dates.

100

MANAGEMENT GRADE SECTION

TEST	SCORE	X	GRD
1. Effectiveness in accomplishing the intent and scope of the contracted services as determined from the completeness of scheduled submittals.	5.0	4	20.0
2. Knowledge and application of the Department's criteria, standards, and procedures.	5.0	3	15.0
3. Effectiveness in working with all involved project personnel including DOT staff, other consultants and citizens.	5.0	4	20.0
4. Effectiveness in selecting, scheduling, directing, and managing subsconsultants.	5.0	3	15.0
5. Effectiveness in keeping to a minimum, the unnecessary involvement of Department of Transportation staff.	5.0	2	10.0
6. Effectiveness in management of this contract and budget.	5.0	2	10.0
7. Compliance with agreed upon DBE/MBE utilization goals and procedures.		2	

CONSULTANT MANAGEMENT GRADE: 100

Levels of Performance
 2.5 Unsatisfactory Performance
 3.5 Marginal Performance
 4.0 Average Performance
 4.5 Good Performance
 5.0 Excellent Performance

FLORIDA DEPARTMENT OF TRANSPORTATION
PROFESSIONAL SERVICES - GRADE REPORT

CONTRACT # : DK619 FINANCIAL MGT NUMBER: 21068714B01
 DESCRIPTION : SR 200/A1A-NASSAU COUNTY
 CONSULTANT : BULLARD HALL & ADAMS, INC.
 ADDRESS :

1144 PELICAN BAY DRIVE
 DAYTONA BEACH, FL 32119

DOT PROJ MGR: GREEN, KENNETH
 REVIEWED BY : WORTHEN, MARK
 DATE GRADED : 29SEP2004

ENTERED BY: WORTHEN, MARK
 UPDATED BY: PHILLIPS, KELLI
 GRADE TYPE: INTERIM

SUMMARY OF CONTRACT GRADES ASSIGNED

SEL. FIRM	TYPE OF WORK	QUALITY	SCHEDULE	MANAGEMENT	COMPOSITE
	20.0	99	100	97	99

QUALITY GRADES FOR CONTRACT: DK619 GRADING TYPE: INTERIM

WORK TYPE: 20.0 FIRM GRADED: BULLARD HALL & ADAMS, INC.

TEST	SCORE RANGE
1. The valuation services and/or reports performed for the Department, when initially received, were in compliance with contractual obligations.	20
2. The methods and techniques used in performing the assignment, when initially received were appropriate to solving the valuation problem.	20
3. The valuation services and/or reports, as first received, contained clear, concise reasonings and adequately supported conclusions. No corrections were required for mathematical errors, inadequate descriptions and explanations, erroneous assumptions, contradictions, and/or omission or pertinent statements and information.	19
4. The consultant was responsive to the Department's concerns expressed during the review process. The amount of time taken by the consultant to return acceptable answers to review concerns, corrections or requested data were within stipulated contract time.	20
5. The consultant demonstrated the qualities needed to be an effective expert witness through the consultant's knowledge of the valuation process generally and the subject project, support of the Department's appraisal and legal staff during the pre-hearing phase, and demeanor during depositions and court hearings.	20

(Total of Test Scores/Sum of Maximum Score Range) *100 = QUALITY 99

SCHEDULE AND MANAGEMENT GRADES FOR CONTRACT: DK619
 GRADED FIRM: BULLARD HALL & ADAMS, INC.

SCHEDULE GRADE SECTION

Excellent Performance. Consistently met or bettered the approved scheduled dates.

100

MANAGEMENT GRADE SECTION

TEST	SCORE	X	GRD
1. Effectiveness in accomplishing the intent and scope of the contracted services as determined from the completeness of scheduled submittals.	5.0	4	20.0
2. Knowledge and application of the Department's criteria, standards, and procedures.	5.0	3	15.0
3. Effectiveness in working with all involved project personnel including DOT staff, other consultants and citizens.	5.0	4	20.0
4. Effectiveness in selecting, scheduling, directing, and managing subsconsultants.	4.5	3	13.5
5. Effectiveness in keeping to a minimum, the unnecessary involvement of Department of Transportation staff.	4.5	2	9.0
6. Effectiveness in management of this contract and budget.	5.0	2	10.0
7. Compliance with agreed upon DBE/MBE utilization goals and procedures.	.	2	.-

CONSULTANT MANAGEMENT GRADE: 97

Levels of Performance
 2.5 Unsatisfactory Performance
 3.5 Marginal Performance
 4.0 Average Performance
 4.5 Good Performance
 5.0 Excellent Performance

FLORIDA DEPARTMENT OF TRANSPORTATION
PROFESSIONAL SERVICES - GRADE REPORT

CONTRACT # : DL604 FINANCIAL MGT NUMBER: 20996914B02
DESCRIPTION : SR 20, PUTNAM COUNTY
CONSULTANT : BULLARD HALL & ADAMS, INC.
ADDRESS :

1144 PELICAN BAY DRIVE
DAYTONA BEACH, FL 32119
DOT PROJ MGR: GREEN, KENNETH
REVIEWED BY : WORTHEN, MARK
DATE GRADED : 19AUG2004

ENTERED BY: WORTHEN, MARK
UPDATED BY: PHILLIPS, KELLI
GRADE TYPE: INTERIM

SUMMARY OF CONTRACT GRADES ASSIGNED

SEL. FIRM	TYPE OF WORK	QUALITY	SCHEDULE	MANAGEMENT	COMPOSITE
	20.0	98	100	94	97

QUALITY GRADES FOR CONTRACT: DL604 GRADING TYPE: INTERIM

WORK TYPE: 20.0 FIRM GRADED: BULLARD HALL & ADAMS, INC.

TEST	SCORE RANGE
1. The valuation services and/or reports performed for the Department, when initially received, were in compliance with contractual obligations.	20
2. The methods and techniques used in performing the assignment, when initially received were appropriate to solving the valuation problem.	20
3. The valuation services and/or reports, as first received, contained clear, concise reasonings and adequately supported conclusions. No corrections were required for mathematical errors, inadequate descriptions and explanations, erroneous assumptions, contradictions, and/or omission or pertinent statements and information.	18
4. The consultant was responsive to the Department's concerns expressed during the review process. The amount of time taken by the consultant to return acceptable answers to review concerns, corrections or requested data were within stipulated contract time.	20
5. The consultant demonstrated the qualities needed to be an effective expert witness through the consultant's knowledge of the valuation process generally and the subject project, support of the Department's appraisal and legal staff during the pre-hearing phase, and demeanor during depositions and court hearings.	20

(Total of Test Scores/Sum of Maximum Score Range) *100 = QUALITY 98

SCHEDULE AND MANAGEMENT GRADES FOR CONTRACT: DL604
GRADE FIRM: BULLARD HALL & ADAMS, INC.

SCHEDULE GRADE SECTION

Excellent Performance. Consistently met or bettered the approved scheduled dates.

100

MANAGEMENT GRADE SECTION

TEST	SCORE	X	GRD
1. Effectiveness in accomplishing the intent and scope of the contracted services as determined from the completeness of scheduled submittals.	4.5	4	18.0
2. Knowledge and application of the Department's criteria, standards, and procedures.	4.5	3	13.5
3. Effectiveness in working with all involved project personnel including DOT staff, other consultants and citizens.	5.0	4	20.0
4. Effectiveness in selecting, scheduling, directing, and managing subsconsultants.	4.5	3	13.5
5. Effectiveness in keeping to a minimum, the unnecessary involvement of Department of Transportation staff.	5.0	2	10.0
6. Effectiveness in management of this contract and budget.	5.0	2	10.0
7. Compliance with agreed upon DBE/MBE utilization goals and procedures.	-	2	-

CONSULTANT MANAGEMENT GRADE: 94

Levels of Performance
2.5 Unsatisfactory Performance
3.5 Marginal Performance
4.0 Average Performance
4.5 Good Performance
5.0 Excellent Performance



Florida Department of Transportation

JEB BUSH
GOVERNOR

RIGHT OF WAY DEPARTMENT
2250 Irene Street, MS 2814
Jacksonville, Florida 32204-2619

JOSÉ ABREU
SECRETARY

June 22, 2005

Subject: Letter of Reference

To Whom It May Concern:

It has been my pleasure to be professionally associated with the firm Bullard Hall & Adams (BH&A) for nearly six years. During this time, Mr. Craig Adams and Mr. David Hall have appraised over five hundred parcels in Nassau and Putnam counties for District Two, the majority of which were parcels/projects personally reviewed/managed by me. These appraisals, which represent a variety of vacant and improved uses and complexities, have been used as the basis for successful negotiations and eminent domain proceedings.

The work submitted by BH&A has always been submitted on-time, and in most cases earlier, than the dates specified by contract. While I have been privileged to work with several outstanding appraisal firms over the last several years, the quality of the appraisal product provided by BH&A has been unmatched. Of all the firms I have worked with, appraisals submitted by BH&A have required the least amount of revisions for additional data, explanation or correction.

The speed with which BH&A delivers its services and the quality of its product has shortened my required review times, been of great assistance to our acquisition schedules and provided an overall positive impact to our projects. It is my pleasure to provide the highest possible recommendation of this firm to any government or quasi-government agency requiring condemnation appraisal services.

Sincerely,

A handwritten signature in black ink that reads "Mark C. Worthen".

Mark C. Worthen
Appraisal Project Manager
State Certified General Appraiser RZ2810

*RESUMES, COURT
EXPERIENCE AND
STATE
REGULATION
LICENSES*

QUALIFICATIONS OF THE APPRAISER

David K. Hall, ASA
1144 Pelican Bay Drive
Daytona Beach, Florida 32119

MEMBERSHIP:

- Accredited Senior Appraiser (ASA) designation, American Society of Appraisers
- Candidate for the MAI designation, Appraisal Institute
- IRWA, International Right of Way Association
- AEDP, Association of Eminent Domain Professionals

EDUCATION:

- Graduated from New Smyrna Beach High School, New Smyrna Beach, Florida, 1978.
- Received Bachelor of Science Degree in Business Administration, major in Real Estate, Florida State University, December 1981.

COURSES & SEMINARS:

<u>Year</u>	<u>Organization</u>	<u>Course/Seminar</u>	
1984	AIREA	Course 1A-1	Real Estate Appraisal Principles
1984	AIREA	Course 2-3	Standards of Professional Practice
1985	AIREA	Course 1A-2	Basic Valuation Procedures
1985	AIREA	Course 1B-A	Capitalization Theory and Tech Part A
1986	AIREA	Course 1B-B	Capitalization Theory and Tech Part B
1987	AIREA	Course 2-1	Case Studies in Real Estate Valuation
1988	AIREA	Course 2-2	Valuation Analysis and Report Writing
1994	SFWMD	Seminar	South Florida Water Management Dist. Seminar
1994	AI	Course 410	Standards of Professional Practice Part A
1994	AI	Course 420	Standards of Professional Practice Part B
1994	AI	ACE 1533	Single Family Construction
1995	AI	ACE 1681	Evaluations and the Appraisal Industry
1997	AI	N/A	The Internet and Appraising
1998	AI	Course 600	Income Valuation of Small, Mixed Use Properties
1998	SFWMD	Seminar	Appraisal Considerations for Rural Properties
1999	AI	ACE7004	General Demonstration Appraisal Report Writing
2000	REISE	Continuing Ed	Appraising Wetlands, USPAP & Florida Law Update
2001	AI	Course 410	Standards of Professional Practice Part A
2001	AI	Course 420	Standards of Professional Practice Part B
2002	FDOT	USPAP	USPAP/Florida Core Law
2003	CLE	Eminent Domain	Eminent Domain Conference
2004	FAR	USPAP	USPAP/Florida Core Law

LICENSE:

- State-Certified General Appraiser No. 0001314
- Licensed Real Estate Broker - State of Florida

EXPERIENCE:

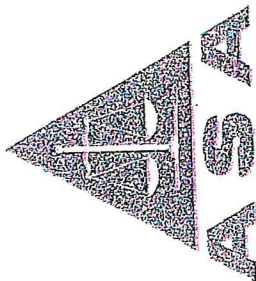
- President, Bullard, Hall & Adams, Inc., Daytona Beach, Florida, October 1998 to present
- Staff Appraiser, Bullard & Associates, Inc., Daytona Beach, Florida, March 1984 to October 1998
- J.E. Tumblin Realty, New Smyrna Beach, Florida, 1983 to March 1984

A PARTIAL LIST OF CLIENTS INCLUDE:

Florida Department of Transportation
Orange County
Orlando/Orange County Expressway Authority
Volusia County Department of Public Works
Florida Power and Light Company

Florida Power Corporation
Florida Inland Navigation District
Jacksonville Transportation Authority
Numerous Attorneys for Eminent Domain

American Society of Appraisers



This is to certify that

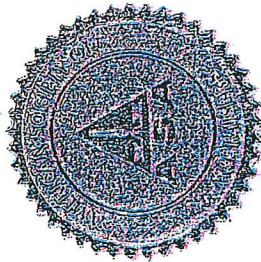
David K. Hall

has duly qualified for membership in the American Society of Appraisers and
has been duly elected and admitted thereto by its Board of Governors
and is hereby declared to be an

Accredited Senior Appraiser

Real Property/Urban

entitled, under the conditions prescribed in its bylaws, to exercise all
the rights and privileges granted thereunder to members.



Signed, Sealed and Attested

This *15th* day of *September*, 2001

Joseph P. ...

International Secretary

Michael ...
International President

This certificate is the property of the American Society of Appraisers and must be returned to the International Office when membership is terminated.

COURT EXPERIENCE
DAVID K. HALL
BULLARD, HALL & ADAMS, INC.

Date	Road Project & Parcel No.	Client	Description
05/07/98	Morris vs. Morris (Divorce)	Horace Smith (Smith, Hood, Perkins, Loucks, Stout, Orfinger, & Selis)	Trial
06/30/98	Bithlo System KE, Orange County, Parcels 138/838	Kay Collie (Attorney for Orange County)	OT
10/29/98	SR-5A, Nova Road, Volusia County, Parcel 179	Christopher Wickersham (Wickersham & Bowers)	Trial
11/18/98	SR-15/600, Volusia County, Parcel 117	Robert Riggio (Attorney for Owner)	OT
02/05/99	HBE/Oceanwalk Project – GTJ	Scott Cichon (Cobb, Cole, & Bell)	OT
03/01/01	Goldenrod Road Extension, Parcels 106, 107, 108, 109, 118, 119, 120, & 121	Richard Milian (O/OCEA)	OTs
07/23/01	Howell Branch Road, Phase II, Seminole County, Parcels 106/706	Henry Brown (Seminole County)	Trial
11/01/01	North Tanner Road, Phase I, Parcels 1119/7119	Alan Lawson (Orange County)	OT
06/03/02	Wonderwood Connector, Duval County, Parcel 155	Tony Shoultz (Jacksonville Transportation Authority)	OT
08/21/02	Wonderwood Connector, Duval County, Parcels 128/821	Tony Shoultz (Jacksonville Transportation Authority)	OT
08/28/02	Wonderwood Connector, Duval County, Parcels 725/828	Tony Shoultz (Jacksonville Transportation Authority)	OT
09/05/02	Goldenrod Road Extension, Orange County, Parcel 127	Wiley Boston (Attorney for O/OCEA)	OT
12/17/02	Wonderwood Connector, Duval County, Parcels 118/720/817 & 128/729/832	Tony Shoultz (Jacksonville Transportation Authority)	OT
03/03/03	Wonderwood Connector, Duval County, Parcels 127/728/831, 170/781/844, 721/819, 727/830, & 757/841	Tony Shoultz (Jacksonville Transportation Authority)	OT
08/17/04	Wonderwood Connector, Duval County, Parcels 841/757	W.O. Birchfield, Attorney for Jacksonville Transportation Authority	Amended OT
03/01/05	Wonderwood Connector, Duval County, Parcels 841/757	W.O. Birchfield, Attorney for Jacksonville Transportation Authority	Trial

QUALIFICATIONS OF THE APPRAISER

Craig S. Adams
1144 Pelican Bay Drive
Daytona Beach, Florida 32119

EDUCATION:

- Graduated from Ward Melville High School, Setauket, New York 1969
- AIREA College Equivalency, 1986

MEMBER:

- AEDP, Association of Eminent Domain Professionals
- IRWA, International Right of Way Association

COURSES & SEMINARS:

Year	Organization	Course/Seminars	
1984	AIREA	Course 1A-2	Basic Valuation Procedures
1984	AIREA	Course 2-3	Standards of Professional Practice
1985	AIREA	Course 1B-A	Capitalization Theory and Tech, Part A
1986	AIREA	Course 1B-B	Capitalization Theory and Tech, Part B
1986	AIREA	Seminar	Applied Sales Comparison Approach
1987	STETSON UNIV.	Course 2-1	Case Studies in Real Estate Valuation
1988	AIREA	Seminar	Rate, Ratio & Reasonableness
1989	AIREA	Course 2-2	Valuation Analysis and Report Writing
1992	AIREA	Course	Standards of Professional Practice
1992	PRIVATE	Seminar	Easement Valuation
1994	PRIVATE	Course	Modern Appraisal Techniques
1994	PRIVATE	Course	USPAP/Law Update
1994	PRIVATE	Course	Continuing Education Course - "Specialty"
1995	PRIVATE	Seminar	Evaluations and the Appraisal Industry
1996	PRIVATE	Course	USPAP/Law Update
1996	PRIVATE	Course	Appraisal Methods & Applications
1996	PRIVATE	Course	Continuing Education Course - "Specialty"
1998	PRIVATE	Course	Case Studies in Uniform Standards
1998	PRIVATE	Course	USPAP/Law Update
1998	PRIVATE	Course	Continuing Education Course - "Specialty"
2000	PRIVATE	Course	USPAP & Florida Law Update
2000	PRIVATE	Course	Appraising the Appraisal
2001	APPRAISAL INSTITUTE	Course	Standards of Professional Practice (Part A)
2002	FDOT	USPAP	USPAP/Florida Core Law
2002	Private	Course	Case Studies
2003	CLE	Eminent Domain	Eminent Domain Conference
2004	FAR	USPAP	USPAP/Florida Core Law

LICENSES:

- State-Certified General Appraiser No. 0000665
- Licensed Real Estate Broker - State of Florida

EXPERIENCE:

- Vice President, Bullard, Hall & Adams, Inc., Daytona Beach, Florida, October 1998 to present
- Staff Appraiser, Bullard & Associates, Inc., Daytona Beach, Florida, 1993 to 1998
- Partner, Cowart & Adams, Kissimmee, Florida, 1992 to 1993
- Branch Manager, Pomeroy Appraisal Associates of Florida, Inc., 1988 to 1992
- Staff Appraiser, Bullard & Associates, Inc., Daytona Beach, Florida, December 1983 to 1988

A PARTIAL LIST OF CLIENTS INCLUDES:

Orange County
Orlando/Orange County Expressway Authority
Orange County School Board
Seminole County
Seminole County Expressway Authority

Florida Department of Transportation
FDOT Turnpike District
Volusia County
Osceola County
Seminole County School Board

COURT EXPERIENCE
CRAIG S. ADAMS
BULLARD, HALL & ADAMS, INC.

Date	Road Project & Parcel No.	Client/Attorney	Description
11/16/01	SR-200, Nassau County, Parcels 191,204, 210, & 212	Florida Department of Transportation, Ken Davis (Attorney for FDOT)	OT
01/02/02	SR-200, Nassau County, Parcels 101, 102, 142/706, 151, 163, 165, 185, 192, 193, 205/800, 211, 219, 220	Florida Department of Transportation, Ken Davis (Attorney for FDOT)	OT
02/05/02	SR-200, Nassau County, 207/806, 208, 209/805, 238	Florida Department of Transportation, Ken Davis (Attorney for FDOT)	OT
04/23/02	SR-200, Nassau County, Parcels 187, 190	Florida Department of Transportation, Ken Davis (Attorney for FDOT)	OT
06/03/02	SR-200, Nassau County, Parcels 109, 111, 114, 116, 121, 123/703, 131, 134, 136, 168, 169, 258, 263, 289	Florida Department of Transportation, Ken Davis (Attorney for FDOT)	OT
11/25/02	SR-200, Nassau County, Parcels 183/753, 207, 215/773, 232, 233/782, 237	Florida Department of Transportation, Ken Davis (Attorney for FDOT)	OT
12/03/02	SR-200, Nassau County, Parcels 231, 238, 243	Florida Department of Transportation, Ken Davis (Attorney for FDOT)	OT
02/25/03	SR-200, Nassau County, Parcels 231, 236, 238, 243, 246, 268/804, 275, 281	Florida Department of Transportation, Terry Zinn (Attorney for FDOT)	OT
04/01/03	SR-20, Putnam County, Parcels 181/752, 184/754, 187/755, 200/766	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
04/02/03	SR-20, Putnam County, Parcels 106, 158, 159, 179	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
04/15/03	SR-20, Putnam County, Parcels 188/756, 199/765, 211/769, 218/775, 234/784	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
04/16/03	SR-20, Putnam County, Parcels 179/748, 198/764	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
04/16/03	SR-20, Putnam County, Parcels 208/772, 219, 220, 222/776	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
06/10/03	SR-20, Putnam County, Parcels 201/757, 223, 231	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
06/16/03	SR-200, Nassau County, Parcel 238	Florida Department of Transportation George Harrell (Attorney for FDOT)	Trial
07/29/03	SR-20, Putnam County, Parcel 194	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT

COURT EXPERIENCE
CRAIG S. ADAMS
BULLARD, HALL & ADAMS, INC.

Date	Road Project & Parcel No.	Client/Attorney	Description
09/30/03	SR-200, Nassau County, Parcels 119, 120, 122, 168, 177, 183, 229, 307, 309	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
10/07/03	SR-200, Nassau County, Parcels 109, 142, 810, 215	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
10/07/03	SR-200, Nassau County, Parcels 116, 146, 244, 245	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
11/10/03	SR-200, Nassau County, Parcels 275, 278, 280	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
12/01/03	SR-200, Nassau County, Parcel 238	Florida Department of Transportation George Harrell (Attorney for FDOT)	Fee Hearing
01/28/04	SR-20, Putnam County, Parcels 213/770, 214/771, 226/804, 274, 281	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
01/29/04	SR-200, Nassau County, Parcel 239	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
02/20/04	SR-200, Nassau County, Parcels 101, 120, 204, 230	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
03/22/04	SR-200, Nassau County, Parcels 285/812	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
04/07/04	SR-200, Nassau County, Parcel 174	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
06/08/04	SR-200, Nassau County, Parcel 144	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT
05/02/05	SR-200, Nassau County, Parcels 154/814 & 248	Florida Department of Transportation Ken Davis (Attorney for FDOT)	OT

AC#1757797

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

SEQ#L04112202546

DATE	BATCH NUMBER	LICENSE NBR
11/22/2004	040460886	RZ1314

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2006

HALL, DAVID K
1144 PELICAN BAY DR
DAYTONA BEACH FL 32119

JEB BUSH
GOVERNOR

DISPLAY AS REQUIRED BY LAW

DIANE CARR
SECRETARY

AC#1752391

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

SEQ#L04111806078

DATE	BATCH NUMBER	LICENSE NBR
11/18/2004	040446350	RZ665

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2006

ADAMS, CRAIG S
1144 PELICAN BAY DR
DAYTONA BEACH FL 32119

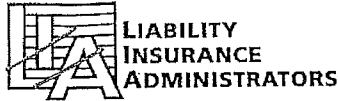
JEB BUSH
GOVERNOR

DISPLAY AS REQUIRED BY LAW

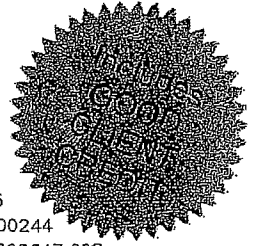
DIANE CARR
SECRETARY

INSURANCE

DOCUMENTATION



REAL ESTATE APPRAISERS
PROFESSIONAL LIABILITY INSURANCE QUOTATION



APPLICANT: BULLARD, HALL & ADAMS, INC.
1144 Pelican Bay Drive
Daytona Beach, FL 32119

Date: 03/25/2005
Customer ID# 100244
Renewal of # LSI003247-003
Expires: 06/01/2005

INSURER: Liberty Surplus Insurance Corporation
A.M.Best-rated A XV

Quote Valid for 30 days, or
until policy expiration date shown above,
whichever is later

Coverage is available through the Appraisers Liability Insurance Trust Purchasing Group. The Policy for which this application is made is written on a claims made and reported basis. Coverage is limited to liability for only those claims that are first made against the insured and reported to the company in writing no later than sixty days after expiration or termination of the policy for a wrongful act committed on or after the retroactive date and before the end of the policy period. The retroactive date is: 06/01/1986.

1. Coverage for Residential and Commercial Appraisals (See Coverage Extensions)

<u>Limit of Liability(Per Claim/Aggregate)</u>	<u>Deductible (Each Claim)</u>	<u>Annual Premium</u>
\$1,000,000/\$1,000,000	\$1,000	\$1,904.00 + 95.20 (Surplus Lines Tax)

Premium shown is based on 2 appraisers.

NOTICE: The Terrorism Risk Insurance Act of 2002 (TRIA) establishes "Coverage for Acts of Terrorism" within this policy at no additional premium.

Option #1: Pollution Liability Endorsement

<u>Limit of Liability(Per Claim/Aggregate)</u>	<u>Additional Annual Premium</u>
\$100,000/\$100,000	\$50.00 + 2.50 (Surplus Lines Tax)

Pollution Liability coverage is limited to \$100,000 for Claims Expense and is a part of and not in addition to the limit of liability as stated in the Declarations.

COVERAGE EXTENSIONS

- I. To be eligible for coverage under this Policy, all commercial property appraisals must be reviewed and attested to by one of the following appraisers: David K. Hall, Craig S. Adams
- II. To be eligible for coverage of appraisals of undeveloped or vacant land whose proposed use is for multiple unit single-family housing developments, condominium developments, co-operative housing developments, or apartment developments consisting of 10 or more living units, such appraisals must be reviewed and attested to by one of the following appraisers: David K. Hall.

Coverage Features:

- Includes coverage for staff appraisers, independent contractors, and clerical staff when acting on behalf of the Insured.
- Deductible applies to Damages only.
- Claims expenses are included within the limit of liability.
- \$2500 Reimbursement of attorney's fees for disciplinary proceedings.
- \$2500 Reimbursement of Expenses including up to \$250/day loss of earnings due to claim-related obligations.
- Pre-Claim Assistance.
- \$50,000 Claim Expenses coverage for discrimination (Fair Housing) claims.
- Deductible credits for early resolution and/or successful mediation of claims.

Important Exclusions Include:

- Real Estate sales and brokerage activities.
- Any claim involving appraisals conducted for or on behalf of a real estate syndicate(s) or securities related exposure.

This Summary does not set forth all coverage and exclusion provisions provided by the Policy and is not meant to take the place of your policy. The entire policy should be read and you should seek professional advice if you have any questions regarding coverage.



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
01/20/2005

PRODUCER
Hayward Brown, Inc.
P.O. Box 265129
202 Seabreeze Blvd.
Daytona Beach FL 32126-5129

INSURED
Bullard, Hall and Adams
1144 Pelican Bay Drive
Daytona Beach FL 32119-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Hartford
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	21WEC ER9779	01/01/2005	01/01/2006	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER		/ /	/ /	

COPY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 *10 Day Notice of Cancellation applies to no-payment of premium cancellations.
 Waiver of Subrogation applies to Orange County and It's Agents, Employees and Officials.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Orange County P.O. Box 1393 Orlando	FL 32802-1393	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE



BUSINESSOWNERS POLICY DECLARATIONS

Issued By: NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

Policy Number: RENEWAL
77 BO 691-395-3001 D

Named Insured
Mailing Address

BULLARD HALL & ADAMS INC
1144 PELICAN BAY DR
DAYTONA BEACH FL 32119

Form of Business:

- Partnership/Joint Venture Sole Proprietorship
 Limited Liability Company Corporation
 Other:

Policy Period: From OCTOBER 1, 2004 to OCTOBER 1, 2005 at 12:01 A.M. * Standard Time
at your mailing address. *Exceptions: 12:00 Noon in New Hampshire

Described Premises:		Location Address	Description of Business
Prem. No.	Bldg. No.		
002	01	1144 PELICAN BAY DR DAYTONA BEACH FL 32119	REAL ESTATE APPRAISER

Mortgage Holder Name and Address:

Prem. No.	Bldg. No.	Mortgage Holder	Mortgage Holder

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE TO PROVIDE YOU WITH THE INSURANCE AS STATED IN THIS POLICY.

PROPERTY COVERAGES	<input type="checkbox"/> Standard Form	<input checked="" type="checkbox"/> Special Form	LIMITS OF INSURANCE	
	Limits of Insurance for Buildings		Premises No.	Building No.
Replacement Cost (RC) / Actual Cash Value (ACV)			002	01
Automatic Increase			\$	
Business Personal Property			<input type="checkbox"/> RC <input type="checkbox"/> ACV	
Deductible \$ <u>2500</u>	This Policy Includes Business Income and Extra Expense Coverage.			%
Optional Coverage/Exterior Building Glass Deductible \$ <u>4500</u>			\$ 50,000	



BUSINESSOWNERS POLICY DECLARATIONS

OPTIONAL PROPERTY COVERAGES — Applicable only if an "X" is shown in the boxes below:

- Outdoor Signs
- Tenant's Exterior Building Glass
- Interior Glass
 - Basement/ground floor level
 - All floors
- Burglary and Robbery (Standard Form only)
- Money and Securities (Special Form only)
 - or
- Employee Dishonesty
-
- Earthquake
-
-
-

COVERAGE EXTENSIONS — Optional Higher Limits

- Accounts Receivable
- Valuable Papers and Records

ADDITIONAL COVERAGES — Optional Higher Limits

- Forgery and Alteration

LIMITS OF INSURANCE

\$	Per Occurrence
	Square Feet
Included	
\$	Inside the Premises
\$	Outside the Premises
\$ 2,000	Inside the Premises
\$ 2,000	Outside the Premises
\$	Per Occurrence
	% Deductible
\$	
\$	
\$	

LIMITS OF INSURANCE

Premises No.	Building No.
002	01
\$	
\$	
\$	

LIABILITY AND MEDICAL EXPENSE COVERAGES

Except for Fire Legal Liability, each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Paragraph D.4. of the Businessowners Liability Coverage Form.

- Liability and Medical Expense
- Personal and Advertising Injury
- Medical Expenses
- Fire Legal Liability
- General Aggregate Limit (other than Products-Completed Operations and Fire Legal Liability)
- Products-Completed Operations Aggregate Limit

LIMITS OF INSURANCE

\$ 500,000	Any One Occurrence
Included in Above — Any One Person or Organization	
\$ 5,000	Any One Person
\$ 50,000	Any One Fire or Explosion
\$ 1,000,000	
\$ 500,000	

Allstate Insurance Company

Policy Number : 0 88 176405 12/31
 Policy Effective Date: Dec. 31, 2004

Your Agent: Vicki F Odonnell (386) 767-3040

COVERAGE FOR VEHICLE # 3

2001 Dodge Trk Br1500

COVERAGE	LIMITS		DEDUCTIBLE	PREMIUM
Automobile Liability Insurance				
• Bodily Injury	\$250,000	each person	Not Applicable	\$171.07
	\$500,000	each occurrence		
• Property Damage	\$100,000	each occurrence	Not Applicable	\$61.76
Personal Injury Protection			\$0	\$53.27
Aggregate Total	\$10,000	each person		
Uninsured Motorists Insurance	\$250,000	each person	Not Applicable	\$94.99
for Bodily Injury	\$500,000	each accident		
Uninsured Motorists Insurance limits of insured vehicles may not be stacked				
Automobile Medical Payments	\$25,000	each person	Not Applicable	\$30.01
Auto Collision Insurance	Actual Cash Value		\$500	\$87.67
Auto Comprehensive Insurance	Actual Cash Value		\$500	\$33.44
Total Premium for 01 Dodge Trk Br1500				\$532.21

DISCOUNTS

Your premium for this vehicle reflects the following discounts:

Multiple Policy	\$27.98	Utility Car	\$46.39
Antilock Brakes	\$16.69	Premier Plus	\$114.76
Passive Restraint	\$29.05		

RATING INFORMATION

This vehicle is driven over 7,500 miles per year, for pleasure, adult age 44, with no unmarried driver under 25, good driver rate

Exhibit "B"

2005 HOURLY

RATE

SCHEDULE

EXHIBIT "B"

**CONTRACT FOR PROFESSIONAL SERVICES – CONTINUING
PROPERTY APPRAISER SERVICES
CODB CONTRACT NO.: 2005-47**

2005/2006 Hourly Rate Schedule

The following schedule provides a maximum direct salary hourly rate for the disciplines which are likely to be engaged for projects associated with the contract referenced above for the City of Daytona Beach.

BULLARD, HALL & ADAMS, INCORPORATED

<u>Category of Employee</u>	<u>Hourly Rate</u>
Principal	\$125.00
Appraiser of Record.....	\$125.00
Research Technician	\$ 60.00
Secretary.....	\$ 30.00
Clerical	\$ 30.00
Expert Witness.....	\$125.00

NOTE: Actual Cost with and Upset Limit fee for projects will be based upon actual hourly wages paid to PROPERTY APPRAISER professionals, not to exceed the above listed rates, times the multiplier contained in ARTICLE V of the Contract.

Exhibit "C"

WORK

AUTHORIZATION

AGREEMENT

"WORK AUTHORIZATION AGREEMENT NO. 1"

CONTRACT FOR PROFESSIONAL SERVICES
PROPERTY APPRAISAL SERVICES
TITLE of PROJECT
CITY OF DAYTONA BEACH CONTRACT NO.: 200X-XX

This Contract and Agreement is made and entered into between The City of Daytona Beach, Volusia County Florida, a municipal corporation, created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and BULLARD, HALL & ADAMS, INCORPORATED, authorized by the Florida Department of State to conduct business in the State of Florida, hereinafter referred to as the CONSULTANT, on the date appearing on the last page hereof.

WHEREAS, the CITY desires the services of a professional property appraisal firm to perform Property Appraisal services for the INSERT TITLE of PROJECT, and

WHEREAS, negotiations ensued between the CITY and the CONSULTANT, and an Agreement was reached for a Contract for Professional Services – Continuing and the Contract was approved by the City Commission.

WITNESSETH, that in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I – Definition of Understanding: This Contract and Agreement defines all items of responsibility and is the only understanding between the parties. No oral understanding exists for performing the scope of work as set forth herein.

The services to be provided by the PROPERTY APPRAISER shall consist of property appraisal services for INSERT DESCRIPTION OF PROPERTY TO BE APPRAISED AND/OR RELATED SERVICES TO BE PROVIDED.

ARTICLE II – Overall Scope of Services: The Overall Scope of Services to be provided by the PROPERTY APPRAISER shall include, but not be limited to: providing the necessary services to prepare:

(insert specific scope of work, task outline)

Task 1:

Task 2:

Deliverables: *Describe both amount of document sets intended for submittal review and/or final delivery; text documents format in Microsoft Word).*

Schedule: The PROPERTY APPRAISER agrees to complete the services under this Work Authorization Agreement according to the following schedule: *(provide basic itemized schedule below:)*

ARTICLE III – Work Authorization Agreements: The Scope of Service for Work may be modified from time to time to provide for additional services, deletions of service, or redefinitions of

services, for specific work assignments, as deemed necessary by the CITY. All such modifications as to services, schedules, and fees for Work Authorizations, shall be subject to negotiation between the CITY and PROPERTY APPRAISER and approval by the City Commission, the City Manager, or his designee, as described in Article II of this Contract.

ARTICLE IV – CITY’s Responsibilities: The CITY agrees to make available for review and use by the CONSULTANT, existing plans, maps, reports, studies, and data relating to the project. *(insert additional understanding related to City provided information supporting the project, if any.)*

ARTICLE V – Compensation:

(For Lump Sum Projects use the following format:)

The CITY shall compensate the PROPERTY APPRAISER in exchange for completed and accepted services described herein, and in the manner stipulated in “ARTICLE V – Compensation of the Contract for Professional Services”, in the lump sum fee amount not to exceed \$ _____, further described and/or itemized below.

(SAMPLE illustrated below:)

Part II	Parcel Research	\$ 1,000.00
Part III	Comparables Research	\$ 1,000.00
Part IV	Determination of Market Value	\$ 15,000.00
Part V	Document Preparation	\$ 1,000.00
Part VI	Expenses	\$ 400.00
	TOTAL	\$ 18,400.00

Reimbursable Expenses - The CONSULTANT shall be reimbursed the lump sum amount listed above for expenses incurred during the duration of the project. These expenses include, photography, copying, long distance telephone calls; express delivery, courier and overnight delivery; automobile mileage, etc. Reimbursable expenses are included in the total fee and will be billed as a percent completed against the allowed amount.

(For Actual Cost with an Upset Limit Contracts use the following format:)

The CITY shall compensate the PROPERTY APPRAISER in exchange for completed and accepted services described herein, and in the manner stipulated in “ARTICLE V – Compensation of the Contract for Professional Services, Actual Cost with an Upset Limit”, in an amount reflecting the actual cost to provide the defined services including expenses in an total aggregate amount not to exceed \$ _____ further described and/or itemized below. The hourly rates charged shall be determined by the actual wages paid times the multiplier shown in Article V, and shall not exceed the maximum hourly rate contained in Attachment “B” of the Contract.

Article VI – Time to Complete the Project:

The Property Appraiser agrees to complete the project within _____ calendar days of the date of the written notice to proceed issued by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate original and effective this _____ day of _____, 200X.

WITNESSES:

THE CITY OF DAYTONA BEACH

By: _____
Yvonne Scarlett-Golden, Mayor

Attest: _____
Jennifer L. Thomas, City Clerk

WITNESSES:

BULLARD, HALL & ADAMS, INCORPORATED

By: _____

Attest: _____

**STATE OF FLORIDA
VOLUSIA COUNTY**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, well known to me to be _____ of BULLARD, HALL & ADAMS, INCORPORATED and that he executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2005.

Notary Public

Commission Expires

**STATE OF FLORIDA
VOLUSIA COUNTY**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgment, personally appeared _____ and _____, well known to me to be the Mayor and City Clerk, respectively, of **THE CITY OF DAYTONA BEACH**, a Florida municipal corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by THE CITY OF DAYTONA BEACH.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2005.

Notary Public

Commission Expires

APPROVED (As to form)

City Attorney

BULLARD, HALL & ADAMS, INC.
Appraisers – Consultants

DAVID K. HALL, ASA
President, State-Certified
General Appraiser #0001314

CRAIG S. ADAMS
Vice-President, State-Certified
General Appraiser #0000665

1144 Pelican Bay Drive
Daytona Beach, Florida 32119
386/788-3770
FAX: 386/788-7995
E-Mail: Info@BHAFL.com

September 28, 2005


Mr. James Robert Sloane, P.E.
Deputy Public Works Director / City Engineer
City of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32115-2451

RE: Continuing Property Appraisal Services Contract
CODB Contract No.: 2005-47

Please find enclosed three original "Contract for Continuing Professional Services" packages.

If you have any questions, please contact me.

Yours very truly,


David K. Hall, ASA
State-Certified General
Appraiser No. 0001314

DKH/jaj

Enclosures